

COOPERATIVE JOINT VENTURE AGREEMENT
BY AND BETWEEN
THE CITY OF CALABASAS
AND
THE LAS VIRGENES UNIFIED SCHOOL DISTRICT

This cooperative joint venture agreement (hereafter "the Agreement") is entered into as of March 11, 2003 by and between the Las Virgenes Unified School District (hereafter "the District") and the City of Calabasas (hereafter "the City").

RECITALS

- A. On March 7, 2000, California voters passed Proposition 14, the "California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000" (hereafter "the Act").
- B. The Act authorized the state of California to issue bonds to provide grants to any city that is authorized to own and maintain a public library system to: acquire or construct new library facilities or add to existing ones; to acquire land on which library facilities will be built; to remodel or rehabilitate library facilities; to procure and/or install furnishings and equipment necessary to library operations; and/or to pay the fees of professional architects, engineers and others who participate in the planning and execution of any of these permitted purposes.
- C. In providing grants, the Act gives first priority to "joint use projects in which the agency that operates the library and one or more school districts have a cooperative agreement." The Act requires that each grant recipient "provide matching funds from any available source in an amount equal to 35 percent of the costs" of the recipient's project.
- D. Following an initial needs assessment that included a detailed community survey and other forms of public input, the City of Calabasas established a public library service in July 1998 in temporary leased space and began planning the development of a permanent Public Library facility. That study was updated by an additional needs assessment and building study in 2000, which was further revised in early 2003 with an additional assessment of the library service needs of K-12 students in the service area. The most recent needs assessment details the need for a joint project between the City and the District.
- E. The joint use library service is to be located within the proposed City of Calabasas Public Library. The Public Library is a component of the City's new Civic Center project building program.

- F. Guided by the Required Elements for Joint Use Cooperative Agreements set forth at Section 20440: Appendix 2 of Title 5 of the California Administrative Code, the City and the District have reached agreement concerning various joint use projects that will be described in this Agreement. It is the mutual intent of the District and the City to enter into this Joint Use Agreement both to memorialize their mutual understandings and to provide a basis for the City's application to the California Library Construction and Renovation Board for grant funds under this Act.
- G. District personnel, School Board members, teachers, parents, and students all participated in all the Public Library needs assessment processes conducted in 1997, 2000, and 2003 to help determine the needs for both the City's initial establishment of library services (as a City run operation) and the current work that has led to a Plan of Service and a Building Program for the City's Public Library project. City, District, and library representatives established a working group and met to plan cooperative ventures starting in early 2000 and on an ongoing and continuing basis. Together the parties completed a revision of the library's Needs Assessment in 2003 to focus on the specific requirements called for in the Bond Act Regulations.
- H. In 2002 the City established a City Education Commission to develop and improve coordinated joint efforts in a variety of areas with the District including arts and cultural efforts, public works, planning, and educational opportunities within the City for students of all ages.
- I. The parties recognize that the District's students will be best served when the District and the City work together to meet their educational needs; neither party can meet these needs alone. The City and the District recognize that each makes a unique contribution to this partnership, and that by working together public resources will be used more productively than if each works alone.

Based on the foregoing, the District and the City agree as follows:

1. Scope of Joint Venture Projects

The City and the District hereby agree to participate jointly in the following Joint Venture Projects:

- (a) The establishment and operation of a Homework Center in the Calabasas Public Library including, but not limited to the following components:
 - 1. Dedicated space in the Library Building designated as a Homework Center as defined in this Agreement.
 - 2. Tutoring Programs including
 - a. School-staffed Homework Assistance

- b. A student - peer / teaching assistant tutoring program in which students assist each other and high school students tutor elementary school students.
- 3. District-supplied copies of all current textbooks on deposit in the Homework Center for student and parent use.
- 4. Electronically available access to current homework assignments via individual school websites within the District.
- 5. Temporary Public Library reserve collections for students to support curriculum units available in the Homework Center.
- (b) Coordinated student orientation to research methods and resources including an ongoing series of workshops for elementary, middle school, and high school students conducted in the Public Library and in District school media centers.
- (c) Ongoing training in research methods for college-bound students conducted at the Public Library.
- (d) Provision of online services to support student reading and writing skills (to prepare students for various testing requirements such as SAT exams, ETS exams, high school exit exams, etc.).
- (e) A Roaming Reader program that visits every Kindergarten and 1st grade class in the City and continuous classroom visits to the Public Library.
- (f) Monthly book club meetings for elementary and middle school students focused on curriculum related materials.
- (g) Teen Advisory Council jointly operated as an extra-curricular activity by the District and a Public Library support group.
- (h) Reading enrichment programs for students of all ages with both school and Public Library components such as the Accelerated Reader program.
- (i) Transportation: the City will operate a shuttle service to enable students to easily access the Public Library and the Homework Center after school.

2. Roles and Responsibilities of the Parties

- (a) Funding
 - 1. Operations funding:
 - a. The District will supply copies of all current textbooks on a deposit basis for use in the Homework Center throughout the term of this Agreement in accordance with class size and need

- b. The District will provide at its expense staffing necessary to carry out its portion of these programs as indicated in the staffing section below
- c. The City will provide funding for the operation of the Public Library building including maintenance, utilities, janitorial services, and operations staffing for its portion of the joint venture projects as outlined in the staffing section below
- d. The City will be responsible for transportation costs in support of the joint venture project
- e. The City and District will share in the cost of providing online services in the homework center
- f. It is anticipated that each party will bear the full cost of its portion of the joint operation and that as a result neither party will be expected to make payments to the other unless this agreement is modified to provide for specific contracting of a portion of either party's service obligations to the other.

(b) Staffing:

1. In conducting the programs described in Section 1 (a-h) above, District-provided services will be provided by the following District staff: (a) School Librarians (b) Public Information Officers (c) certified teachers (d) Counselors (e) Director of Technology Services (f) Director of Elementary Education (g) Director of Secondary Education (h) Assistant Superintendent of Education. It is estimated that the combined time commitment to the project by all of the above mentioned District personnel will be equivalent to no less than 1 Full Time Employee per year (FTE / yr) dedicated to supervising homework center activities. A FTE works forty hours per week, fifty two weeks per year.
2. In conducting the programs described in Section 1 (a-h) above, City-provided services will be provided by the following City library staff in the following numbers:

City Librarian	1 FTE
Librarian (MLS)	3 FTE
Library Associate	2 FTE
Automation Technician	1 FTE
Library Assistants	4 FTE
Page	4 FTE
Total FTE count	15 FTE

It is estimated that the library staff's combined time commitment to the specific services outlined in this Agreement will be no less than 1 FTE / year.

(c) Supervision

1. The Parties will establish a Joint Working Committee to oversee operation of these Joint Venture Projects. This body will include at a minimum the City Librarian, and two additional representatives from the City and the Assistant Superintendent and an additional designated District representative. This body will be responsible for coordinating implementation of these projects between the two parties, evaluating the projects, and formulating joint recommendations for changes in the projects. The Working Committee will meet a minimum of 3 times a year and more frequently as required.
2. Each party will be responsible for the direct supervision of its own staff. The City Librarian will be responsible for the overall supervision of the Public Library facility, including the Homework Center.

(d) Operations and Management

1. Each party will be responsible for their designated portions of the joint operations. Operational details of each component of the joint venture will be reviewed and approved by the Working Committee that will report to and receive directions from their respective management and legislative bodies at the District and the City.
2. The Public Library building including the Homework Center will be operated under policies established by the Calabasas City Library Commission in accordance with procedures set forth in the Calabasas Municipal Code. The adoption of such policies shall be subject to appeal to the Calabasas City Council.

3. Hours of Service

The services outlined in the Agreement will be available during all the hours the Public Library is open (currently a six-day, 52 hour schedule). Specific activities under this Agreement will be scheduled in a manner that reflects operational realities of the parties (e.g. tutoring during after school and weekend hours; Public Library visits to classrooms during the school day; after-school transportation to the Public Library after school, etc.).

4. Volunteers

Both parties utilize volunteers in support of their separate and joint service programs. It is anticipated that volunteers will be utilized, particularly in support of tutoring efforts in the Homework Center component of this program utilizing students to assist peers and younger students. Neither party will utilize volunteers in lieu of the agreed joint commitment to provide necessary staff to carry out these projects.

5. Location of the Joint Venture Project

The joint use project will be located at the City's new Public Library building located at 23800 Park Sorrento, Calabasas, CA 91302, although some of the specified activities in this Agreement will occur at the various school buildings in the District.

6. Ownership of the site, facility, furnishings, equipment, and library materials

The City will own the Public Library building and its library facilities, furnishings, equipment, and library materials. The District will own textbooks and supplementary material provided as part of temporary curriculum-based reserve collections in the Homework Center.

The City will be responsible for the operation and maintenance of the facilities and equipment utilized in all joint use projects as well as the care of all library materials and District-supplied materials as long as they are in the custody of the Public Library.

7. Term of the Joint Use Agreement - Modifications

The City and the District are committed to providing joint use library services consistent with the intent of this Agreement for at least 20 years.

The term of this Agreement shall commence on the date first set forth above, and shall terminate on June 30, 2023. The term of this Agreement may be extended by the mutual agreement of the City and the District.

During the initial term of this Agreement and all extensions thereto, the parties may modify the Agreement's terms by an executed written amendment in each case, approved by the District's Board of Education and the City Council.

8. Field Act Applicability to Projects Described in the Agreement

This section sets forth the joint statement of the City and the District concerning the application of the "Field Act" (Ed. Code Sections 17280 et seq. and 17365 et seq.) to the joint use project set forth in this Agreement, as provided by Section 20440:

Appendix 2 of Title 5 of the Administrative Code. Section 20440: Appendix 2 requires that the parties provide (a) "a statement that the project will or will not be subject to the Field Act; and (b) the rationale for determination regarding Field Act applicability."

The parties to this Agreement hereby jointly state as follows:

- A. The projects set forth in this Agreement are not subject to the Field Act.
- B. The rationale for the foregoing statement is that:
 - a. No building that will be utilized for any such property is located on school property; and
 - b. Neither any building nor any portion of any building that will be utilized for such projects provides space for required educational purposes for more than 24 pupils enrolled in kindergarten or any of the grades 1 to 12 at any one time in the building.

In preparing this Section 8, the parties have relied upon the January 11, 2001 letter to Dr. Kevin Starr from Mr. Stephan Castellanos, FAIA, State Architect, attached to this Agreement as Exhibit 1.

9. Funding of Projects Set Forth in the Agreement

The City shall provide all funding necessary for its portions of all joint projects described in this Agreement from its Library Service Budget as included in the annual City Budget from its library property tax and its General Fund including, but not limited to costs of personnel, and the acquisition, operation, and maintenance of necessary facilities, equipment, and materials.

The District will provide funding for the work of its staff as required under this Agreement, acquisition of textbook materials described herein, and other project expenses from its General Fund.

10. Required Acknowledgment and Incorporation

The City and the District hereby acknowledge and incorporate Education Code Section 19999 and Section 20440 (e) (3) (G) of title 5 (Library Bond Act Regulations) of the Administrative Code

which require the provision of public library direct services for 40 years.

11. Hold Harmless and Indemnification

City shall indemnify, defend and hold harmless the District, its employees, officers, and agents, from and against any and all claims arising from the conduct of City business or from any activity, work or things done, permitted or suffered by City, its officers, employees, agents, contractors, or assigns, arising from a breach or default in the performance of any obligation of City's part to be performed under the terms of this Agreement or arising from any negligence of City, and from and against any and all costs, attorney's fees, expenses or liabilities incurred in the defense of any such claim or any such action or proceeding brought thereon; and in case of any action or proceeding be brought against the District, City shall defend the same at City's expense.

District shall indemnify, defend and hold harmless the City, its employees, officers, and agents, from and against any and all claims arising from the conduct of District business or from any activity, work or things done, permitted or suffered by District, its officers, employees, agents, contractors, or assigns, arising from a breach or default in the performance of any obligation of District's part to be performed under the terms of this Agreement or arising from any negligence of District, and from and against any and all costs, attorney's fees, expenses or liabilities incurred in the defense of any such claim or any such action or proceeding brought thereon; and in case of any action or proceeding be brought against the City, District shall defend the same at District's expense.

12. Public liability Insurance

Each party to this Agreement shall self-insure or shall keep in force during the term of this Agreement, at its own expense, public liability insurance in reputable companies and through reputable brokers to protect against liability to the public incident to the use of, by or resulting from any acts of omissions of its part, the liability under said insurance to be not less than one million dollars (\$1,000,000) for any one person injured, or one million dollars (\$1,000,000) for any one accident, and one million dollars (\$1,000,000) for property damage. Each party shall furnish the other a certificate of insurance in a reasonably satisfactory form naming the other party, its employees, officers, directors and agents as additional insureds on said policy or self-insurance.

13. Workers' Compensation

Each party to this Agreement shall secure the payment of workers' compensation as required by Labor Code Section 3700.

14. Non-Assignment

Neither party to this Agreement shall assign its rights or privileges under this Agreement, or any interest therein, nor shall either attempt to confer any of its privileges under the Agreement to any third party.

15. Waiver

The waiver by either party of any breach of term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant, condition of any subsequent breach of the same or of any other term, covenant, or condition herein contained.

16. Reasonable Attorney's Fees

In the event that either party to this Agreement shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of the Agreement by it to be performed or kept, each party shall bear its own costs in said action.

17. Notice

Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other party shall be in writing and either served personally or by first-class mail as follows:

District: District Superintendent: 4111 North Las Virgenes Road, Calabasas 91302

City: City Manager: 26135 Mureau Road, California 91302

18. Entire Agreement

This Agreement expresses the entire agreement between the parties and may not be amended except by a writing signed by both parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED
THIS Agreement on the day and year first written above.

CITY OF CALABASAS

By:

LAS VIRGENES UNIFIED SCHOOL DISTRICT

By: